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Application No. 10/707,733
Reply to Office Action of May 18, 2007

Docket No.: 209413-83524

REMARKS

The Office Action dated May 18, 2007 ("Office Action") rejected claims 17-38 under 35 U.S.C. §112, second paragraph. Claims 17 and 35 were under 35 U.S.C. §112, first paragraph. Claims 17-20, 24-26, 30, 33-34, and 36-27 were rejected under 35 U.S.C. §102(b) over U.S. Published Application No. 2001/0042041 to Moshal et al. ("Moshal"). Claim 35 was rejected under 35 U.S.C. §102(b) over U.S. Published Application No. 2002/0002529 to Tokiwa et al. ("Tokiwa"). Claims 27 and 29 were rejected under 35 U.S.C. §103(a) over Moshal in view of U.S. Patent 6,519,570 to Faber et al. ("Faber"). Claims 28 and 38 were rejected under 35 U.S.C. §103(a) over Moshal in view of Faber in further view of Official Notice. Claim 31 was rejected under 35 U.S.C. §103(a) over Moshal in view of Official Notice. Claim 32 was rejected under 35 U.S.C. §103(a) over Moshal in view of U.S. Published Application No. 2001/0032175 to Holden et al. ("Holden").

Applicants have amended claims 17-23, 25, 27, 29-36 and 38. For at least the reasons set forth below, all pending claims are believed to be in condition for allowance. Further, Applicants believe that there are additional reasons (other than those set forth below) that support the patentability of all pending claims and applicants reserve the right to set forth those reasons, and to argue for the separate patentability of the dependent claims not explicitly addressed herein, in future papers.

35 U.S.C. § 112, Second Paragraph

The Office Action rejected claims 17-38 under 35 U.S.C. §112, second paragraph as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention.

Claims 17, 20, 35 were rejected for the use of the language "providing for" (Office Action, Page 2). Applicants have amended claims 17, 20, and 35 to remove the language "providing for". Thus, the Examiner's rejection should be withdrawn.

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Claims 17, 19, 36 were rejected for the use of the language "successful bid" (Office Action, Page 2). Applicants have amended the claims to remove the language "successful bid". Thus, the Examiner's rejection should be withdrawn.

Claim 18 was rejected for lack of antecedent basis in the use of the language "one said bid" (Office Action, Page 2). Applicants have amended the claim to clarify the language to "one of said plurality of bids" which has antecedent basis in independent claim 17. Thus, the Examiner's rejection should be withdrawn.

Claims 21-23 were rejected for the use of the language "relating to" (Office Action, Pages 2-3). Applicants have amended the claims to remove the "relating to" language. Thus, the Examiner's rejection should be withdrawn.

Claim 27 was rejected as being unclear (Office Action, Page 3). Applicants have amended claim 27 to recite:

"said plurality of bids further comprising a first bid and a second bid, wherein said plurality of bidding entities comprise a first bidding entity and a second bidding entity, wherein said first bid is submitted by said first bidding entity, wherein said second bid is submitted by said second bidding entity." (Emphasis added).

With this clarification, the Examiner's rejection should be withdrawn.

Claim 29 was rejected for including the language "accessible by" (Office Action, Page 3). Applicants have amended claim 29 which is supported in the Specification at least at Paragraph [0002]. For example, the system "allows for bidders to hide their bids or show their bids to other bidders depending on the hotels or travel vendors specifications while submitting their bid." (See the Application, Paragraph [0002]). Thus, as amended, the Examiner's rejection should be withdrawn.

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Claim 30 and 35 were rejected for including the language “substantially real-time” (Office Action, Page 3). Applicants have amended claim 30 to recite “said plurality of bids are displayed in real-time” (emphasis added). Claim 35 has been amended to recite “receiving said reservation in response to said posting and displaying said reservation in real-time” (emphasis added). The displaying of pending group bookings in real-time and displaying all confirmed group bookings in real-time are defined in the specification at Paragraphs [0015], [0017], and [0030-0031] which refer to FIGS. 11 and 13. Thus, the Examiner’s rejection should be withdrawn.

Claims 31 and 32 were rejected for including the language “completed membership forms” and “completed bid submission forms” (Office Action, Pages 3-4). Applicants have amended claims 31 and 32 to removed the allegedly ambiguous terms. Thus, the Examiner’s rejections should be withdrawn.

Claim 33 was rejected for including the language “associated with” and a “special condition” (Office Action, Page 4). Claim 33 is amended to recite “wherein at least one said bids comprise a special condition” (emphasis added). Thus, the Examiner’s rejection should be withdrawn.

Claim 35 was rejected for using the phrase “providing for” (Office Action, Page 4). Applicants have amended claim 35 to remove the “providing for” language. Thus, the Examiner’s rejection should be withdrawn.

Claims 18, 24-26, 28, 34, and 37-38 were rejected as including the above deficiencies through their dependency (Office Action, Page 4). Given the claims, as amended, the alleged deficiencies are overcome. Thus, the Examiner’s rejections should be withdrawn.

35 U.S.C. § 112, First Paragraph

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The Office Action rejected claims 17 and 35 under 35 U.S.C. §112, first paragraph as they were drawn to a "server" but do not recite what performs the functions recited. Claims 17 and 35 have been amended to positively recite the operation of the "server" as it pertains to the functions recited. Claim 17 has been amended to recite in part:

a posting received by said server;
a reverse auction heuristic executed by said server;
a plurality of bids received by said server including an accepted bid;
wherein said server is configured to receive said posting;
wherein said server is configured to receive said bids in response to said posting;
wherein said server is configured to selectively order said plurality of bids using said reverse auction heuristic; (Emphasis added).

Additionally, claim 35 has been amended to recite:

A system for obtaining a hotel reservation, said system being hosted by a server, comprising:
a buyer interface comprising:
a posting received by said server; and
a reservation received by said server;
a reverse auction heuristic executed by said server;
wherein said buyer interface provides for submitting said posting to said server;
wherein said buyer interface provides for receiving said reservation from said server in response to said posting and displaying said reservation in real-time;
wherein said posting includes at least one of a location, a price, a number of rooms, and a check-in date; and
wherein said server provides contact information to enable direct communication with for a reserving party of said reservation and a posting party of said posting to complete the transaction.
(Emphasis added).

The amendments clarify the role of a server operating to achieve the result. Thus, the Examiner's rejections should be withdrawn.

35 U.S.C. § 102

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The Office Action rejected claims 17-20, 24-26, 30, 33-34, and 36-27 under 35 U.S.C. §102(b) over Moshal. Claim 35 was rejected under 35 U.S.C. §102(b) over Tokiwa. In light of the amendments to the claims and the following remarks, the rejections are respectfully traversed.

Independent Claim 17

Claim 17 was rejected under 35 U.S.C. §102(b) over Moshal. Claim 17, as amended, recites in part:

wherein said server provides contact information for a bidding party of said accepted bid to enable direct communication with a posting party of said accepted bid to complete the transaction. (Emphasis added).

Moshal describes a system for exchanges and marketplaces over the Internet. The software allows for dynamic pricing of goods and services. Dynamic pricing allows for real-time adjustment of prices and the system is data driven. (Moshal, Paragraphs [0038-0039]). Moshal also describes operating a marketplace which may include an on-line auction. Auction types may include a forward or reverse auction. (Moshal, Paragraph [0039]).

In contrast, Moshal does not describe that “said server provides contact information for a bidding party of said accepted bid to enable direct communication with a posting party” (emphasis added). Moshal at best describes setting up an exchange for the trading of goods. Moshal does not disclose providing “contact information ... to enable direct communication” between two parties involved in trading. Indeed, Moshal appears to only facilitate an automatic acceptance and/or completion of a trade.

The transaction URL is for signaling a transition request to an appropriate trader. When the exchange engine generates an accepted offer pending confirmation, it is passed to integration engine 180 so that a transaction request may be sent to the appropriate trader. The request includes the trader's lot ID, the user ID, the number of units, and the closing price. Depending upon the trader's needs, embodiments of the invention may conduct elemental segments of the transaction including removing the items from a database, and charging another trader's credit card (such as for a winning bidder). If this operation succeeds a

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"confirmed" message is passed back to the exchange engine 120; otherwise a "rejected" message is returned with an explanation. In some cases, a market operator and a customer/partner may be the same and can both perform transactions. In other configurations, the partner/customer may be administering an "exchange" in which other entities perform the actual sales. (Emphasis added; Moshal, Paragraph [0083]).

Moshal teaches automatic inventory management relating to a database as well as automatic charging of a credit card (for the winning bidder). Moreover, Moshal shows that the "confirmed" or "rejected" messages are automatic. Of note is that Moshal's pending offer acceptance only includes the trader's lot ID, the user ID, the number of units, and the closing price. Moshal does not include contact information of any kind. Nor does Moshal disclose the providing of contact information. Additionally, Moshal does not disclose providing "contact information for a bidding party of said accepted bid to enable direct communication with a posting party of said accepted bid to complete the transaction" as recited by amended claim 17.

At least because Moshal does not teach or suggest each and every element of the claim, claim 17 is in condition for allowance over the cited prior art. Moreover, claims 18-34 depend from claim 17. Thus, for at least the same reasons as claim 17, claims 18-34 are in condition for allowance. Applicants also believe that dependent claims 18-34 also contain independently patentable elements that may be argued in future actions.

Independent Claim 35

Claim 35 was rejected under 35 U.S.C. §102(b) over Tokiwa. Claim 35, as amended, recites in part:

a reverse auction heuristic executed by said server;
wherein said buyer interface provides for submitting said posting to said server;
wherein said buyer interface provides for receiving said reservation from said server in response to said posting and displaying said reservation in real-time;
wherein said posting includes at least one of a location, a price, a number of rooms, and a check-in date; and

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wherein said server provides contact information to enable direct communication with for a reserving party of said reservation and a posting party of said posting to complete the transaction. (Emphasis added).

Tokiwa teaches an "electronic intermediating apparatus" that registers sales information as provided by a hotel. Sales information may include "sales number, name of hotel, region name, date, purchase price, and quantity." (Tokiwa, Paragraph [0030]). However, Tokiwa does not disclose, a server that "provides contact information to enable direct communication with for a reserving party of said reservation and a posting party of said posting to complete the transaction" as amended claim 35 recites.

As discussed above with respect to claim 17, Moshal teaches an automatic inventory management relating to a database as well as automatic charging of a credit card (for the winning bidder). Moreover, Moshal shows that the "confirmed" or "rejected" messages are automatic. Of note is that Moshal's pending offer acceptance only includes the trader's lot ID, the user ID, the number of units, and the closing price. Moshal does not teach providing "contact information to enable direct communication with for a reserving party of said reservation and a posting party of said posting to complete the transaction" as recited by amended claim 35.

At least because neither Tokiwa nor Moshal teach or suggest each and every element of the claim, claim 35 is in condition for allowance over the cited prior art.

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Independent Claim 36

Claim 36 was rejected under 35 U.S.C. §102(b) over Moshal. Claim 36, as amended, recites in part:

providing contact information for a bidding party of said accepted bid to enable direct communication with a posting party of said accepted bid to complete the transaction. (Emphasis added).

The claim amendment (shown above) of claim 36 is similar to the amendment of claim 17 (argued in detail above). Thus, for at least the same reasons argued above with respect to claim 17, claim 36 is in condition for allowance over the cited prior art. Moreover, claims 37-38 depend from claim 36. Thus, for at least the same reasons as claim 36, claims 37-38 are in condition for allowance. Applicants also believe that dependent claims 37-38 also contain independently patentable elements that may be argued in future actions.

35 U.S.C. § 103

Claims 27-29, 31, 32, and 38 were rejected by the Examiner under 35 U.S.C. §103(a). Applicants note that each of the claims rejected under 35 U.S.C. §103(a) are dependent claims and that the arguments above with respect to §102 are equally applicable here. Moreover, the additional references cited by the Examiner (and Official Notice) do not cure the deficiencies in Moshal and Tokiwa. Thus, for at least the same reasons as discussed above in the independent claims, dependent claims 27-29, 31, 32, and 38 are in condition for allowance over the cited prior art.

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CONCLUSION

All rejections have been addressed. In view of the above, the pending claims are believed to be in condition for allowance. Accordingly, reconsideration and allowance are respectfully requested and the Examiner is respectfully requested to pass this application to issue. It is believed that any fees associated with the filing of this paper are identified in an accompanying transmittal. However, if any additional fees are required, they may be charged to Deposit Account No. 50-3145, under Order No. 209413-83524.

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Respectfully submitted,

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